

U.S. SENATE
CLERK OF THE SENATE

ELECTRONICALLY FILED

DATE FILED: 11/21/19

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¹ As just one example, in Weston v. TechSol, LLC, 2018 WL 4693527 (E.D.N.Y. Sept. 26, 2018), the workers were given the option simultaneously to opt in and be bound by the settlement.

The Court notes that the proposed Notice that would accompany initial payments (Exhibit C) is replete with legal terminology and would likely be largely incomprehensible to the average person. The notice should be rewritten to be at a high school reading level and should eliminate all legal language except where absolutely necessary. (Additionally, the Court notes that there are two paragraph numbered "1." on page 2 of the Notice.)

Finally, the parties should clarify whether the Settlement Agreement addresses what would happen to any funds from the checks issued pursuant to Section 2.2.iii that are not cashed.

SO ORDERED.

Dated: November 21, 2019
New York, New York



GABRIEL W. GORENSTEIN
United States Magistrate Judge